

**INNSBRUCK IN AURORA  
ASSOCIATION RULES AND REGULATIONS**

**PREAMBLE**

a. The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Innsbruck of Aurora recorded on March 24, 2000 at Reception Number B0034678 in the City of Aurora, County of Arapahoe, State of Colorado, the Bylaws and the Articles of Incorporation of Innsbruck in Aurora provide that the Board of Directors at Innsbruck shall manage the affairs of the Association and may adopt and publish Rules and Regulations and/or Policies attendant thereto and establish penalties and fines for the infraction thereof

B. Pursuant to the legal documents the Board of Directors desires to establish, adopt, and enforce the following Rules, Regulations and policies to be effective as of the date hereinafter provided.

C. The Rules and Regulations are intended, established, maintained and enforced by the Board of Directors to promote the general health, benefit, and welfare of the Owners, Tenants, and Guests of Innsbruck. The enforcement of the Rules will help all Owners, Tenants, and Guests by maintaining a neat, peaceful, and desirable neighborhood for all residents

D. The Board of Directors needs the assistance and cooperation of all Owners, Tenants, and Guests to enforce these Rules and Regulations. The Board of Directors of the Association may enforce these Rules and Regulations by any legal means available, including without limitation, levying and collecting fines for the violations and seeking a court order to have the Owner correct the violation.

E. Every effort will be made to see that the Rules and Regulations are enforced on a fair and equitable basis.

F. Ignorance of the Rules and Regulations, Declaration of Covenants, Bylaws, and Articles of Incorporation will not be accepted as an excuse for any violations.

## **I. PETS & ANIMALS**

A Dogs, cats, and other customary household pets, such as gerbils, hamsters, small birds, and guinea pigs may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Snakes, ferrets, pigs, fowl, and insects are not considered to be customary household pets.

B No pet shall be allowed to make objectionable noises or become an unreasonable nuisance to other Owners and residents. As an example, persistent or habitual loud barking, howling, or yelping will constitute a violation of the Rules.

C Pets shall not be allowed to damage or destroy grass, shrubs, trees or any portion of the Common Area. Owners, Tenants, and Guests will promptly remove all waste elimination from any portion of the Common Area.

D Pets shall not be chained, tethered, or otherwise confined to any portion of the Common Area at any time, which may include but not be limited to sprinkler heads, trees, down spouts, or any stake driven into the Common Area. At no time shall a tethered pet have access to any portion of the Common Area or be permitted to block access to sidewalks, entryways, and driveways.

E No pet shall be permitted to roam physically unrestrained on or around the Common Area at any time.

F Pets are not allowed in the pool enclosure or allowed to be tethered to the pool fence at any time.

G An Owner's and/or Tenant's right to keep household pets is coupled with the responsibility to prevent and/or pay for any nuisance or damage caused by such pets. The unit Owner/Tenant shall hold the Association harmless from any claim resulting from any action of his/her pet. Seeing-eye and hearing-ear dogs will be permitted for individuals requiring such assistance.

H No pet shall be left unattended on a balcony.

## **II. MOTOR VEHICLES & PARKING**

A Maintenance of Motor Vehicles

1 No automotive maintenance, mechanical, body or engine work, rebuilding, dismantling, repainting, or servicing of any kind with respect to any type of motor vehicle, trailer, recreational vehicle or boat may be performed within any portion of the Community, provided that minor repairs on a resident's personal vehicle which can be performed within a garage so that the sight and sound of such activity is screened from the street and other Lots may be performed, subject to Rule 2 below

2 Removal and/or replacement of oil and gas and their respective filters, and maintenance which has a potential of spilling oil, gas or other caustic fluids onto the Common Area is prohibited. Removal of all or part of the engine, transmission, differential, or other part of the power train, painting of a vehicle, maintenance that is not reasonably capable of being performed within three hours is also prohibited. Due to the corrosive and destructive nature of petroleum products, vehicle maintenance on asphalt parking spaces and driveways is expressly prohibited. Vehicles leaking fluids onto the asphalt will be issued a warning and towed if necessary. The Owner will be held financially responsible for any repairs to the asphalt surface.

3 Upon completion of any permitted maintenance, the property must be restored to its original condition. If the Owner and/or Tenant fails to do so, the Owner will be charged for any clean up or repair made by the Association.

#### B. Inoperative Vehicles

No inoperative, abandoned, and/or unused motor vehicles shall be stored, parked, maintained, or kept with any part of the Common Area, including any street or way of access within Innsbruck. Such vehicles may be kept wholly inside the garage. Inoperative, abandoned, and/or unused motor vehicle shall mean any automobile, truck, trailer, recreational vehicle, motorcycle, motorbike, or similar vehicle which has not been driven under its own propulsion for a period of one week or longer. Inoperative, abandoned or unused motor vehicles shall be subject to ticketing and/or towing as provided herein or by applicable law. In the event a vehicle will not be driven for longer than one week due to vacation or illness, the vehicle owner must contact the Association's management company to avoid a determination that the vehicle is inoperative, abandoned or unused.

#### C. Parking

1 Fire lanes

No motor vehicle shall be permitted to park or stand in any designated fire lane, "no parking" zone, or on any Common Area so as to block any garage, sidewalk, access way, entryway, street, or roadway. Any motor vehicle in violation of this paragraph shall be reported to the Aurora Police Department for ticketing and towing without further notice

2. Visitor Parking Spaces

- a. Visitor parking spaces are for the use of visitors only. **ALL OTHER USES ARE PROHIBITED**. A visitor is allowed use of a visitor parking space for a maximum of forty-eight (48) uninterrupted hours. Anyone residing at Innsbruck on either a full-time or part-time basis is prohibited from using visitor parking spaces at any time. An uninterrupted forty-eight (48) hours shall be deemed to include any forty-eight (48) hour period of time where a vehicle has not been removed from the Community for at least two consecutive hours.
- b. Any motor vehicle parked in violation of visitor parking spaces will be towed at the vehicle owner's expense upon completion of notice as provided herein. At least forty-eight (48) hours prior to towing, notice of the violation and the identification of the motor vehicle to be towed shall be placed in a conspicuous location on the motor vehicle. If the name and address of the motor vehicle owner is known to the Association, a copy of the notice shall also be hand delivered to the owner, or posted on the door of the Lot of the motor vehicle's owner at the election of the Association.
- c. Towing shall not occur if the owner corrects the violation. However, if the same violation by the same motor vehicle occurs within one year from the date of the first violation, the vehicle will be towed upon forty-eight (48) hours notice posted on the vehicle and delivered to the vehicle owner, if known. In addition, the Association may impose a fine pursuant to the enforcement policies set forth below.

D. Speed Limit

The speed limit everywhere within the Innsbruck Community is 10 m.p.h.

III. ARCHITECTURAL CONTROL

A. In accordance with the Innsbruck Declaration of Covenants, Article VII, Architectural Approval/Design Review, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Innsbruck property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. Examples of additions that must be approved are landscaping, windows, and doors.

## VI. POOL RULES

Pool Hours - Sunday through Thursday: 8 a.m. - 9 p.m.  
Friday & Saturday: 8 a.m. - 10 p.m.

1. The pool at Innsbruck is private property and is for the enjoyment of the Innsbruck in Aurora Owners. Absentee Owners may assign their right to use the pool to their tenant(s). A maximum of four guests may accompany the Owner/Tenant at any time. The Innsbruck in Aurora Owner/Tenant must be with their guest(s) at the time of the guest(s) use of the Innsbruck pool.

2. Pool gates must be kept closed at all time. The Association's insurance is not effective if the pool gates are left open.

3. At all times, children fourteen (14) years of age and under, must be accompanied by a person over the age of 16.

4. There is no life guard on duty. Swim at your own risk!

5. Do not climb fences to gain access to the pool at any time.

6. Within the pool enclosure, for your safety and as a courtesy to others using the pool, please observe the following:

- a. Absolutely no pets are allowed inside the pool enclosure or tethered to any pool fixture at any time. The Department of Health has closure authority if it is reported that a pet has been allowed in the pool or within the pool enclosure.

- b. Absolutely no alcohol beverages are allowed within the pool enclosure at any time.
- c. No breakable containers are allowed within the pool enclosure at any time, including glass bottles, drinking glasses, cups, ash trays, etc
- d. Bicycles, skateboarding, roller skating, roller blading, or tricycles of any size are not allowed within the pool enclosure or in the pool.
- e. Dangerous or boisterous play, rough-housing, fighting, swearing, abusive language, running, or diving is prohibited.
- f. Except for small inflatable swimming aids, no rafts, kayaks, scuba gear, or oxygen tanks are allowed within the pool enclosure at any time. Small air mattresses are allowed unless they become a nuisance to other Owners and/or Tenants using the pool.
- g. Appropriate swimming attire is required at all times. No cut-offs or street clothes are allowed within the pool.
- h. Radio volume must be turned down low enough so as not to disturb nearby pool users. Nothing may be plugged into electric outlets within the pool enclosure.
- i. Owners and/or Tenant's planning to host a pool party for more than four guests, must observe the following procedures:
  - (1) Reservations of the pool must be made at least forty-eight (48) hours in advance of the party through the Association's Management Company.
  - (2) The pool may be reserved for parties anytime on week days and after 4 p.m. on weekends and holidays. Reservations for such a pool party shall not prevent other Owners and/or Tenant's from simultaneous use of the pool.
  - (3) The Owner and/or Tenant who reserved the pool for a party shall be responsible for clean up and disposal of trash from the party in proper containers at their place of residence.

- (4) The Owner and/or Tenant is responsible for the behavior of his or her guests and shall not allow the guests/party to disturb or become an annoyance to other pool users

#### **V. Antenna & Satellite Dish Installation Restrictions**

On January 26, 1999, the Association adopted a Resolution of the Innsbruck Homeowners Association regarding Antenna & Satellite Dish Installation Restrictions. This resolution is adopted herein and is appended to these Rules and Regulations.

#### **VI. Resolution Concerning Chemically Sensitive Individuals**

On May 16, 1999, the Association adopted a Resolution of the Innsbruck Homeowners Association regarding a policy and procedure for reasonably accommodating the needs of chemically sensitive individuals residing with the Association who request such accommodations to the Association's rules, regulations, policies and procedures thereby promoting the recreation, health, safety and welfare of all residents of the properties subject to the Declaration. This resolution is adopted herein and is appended to these Rules and Regulations.

**INNSBRUCK IN AURORA  
POLICIES AND PROCEDURES  
FOR ENFORCEMENT OF  
THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS**

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Innsbruck in Aurora on March 24, 2000 at Reception Number B0034678 in the office of the Clerk and Recorder of the County of Arapahoe, State of Colorado and the Articles of Incorporation of Innsbruck in Aurora provide that the Board of Directors at Innsbruck shall manage the affairs of the Association and may adopt and publish Rules and Regulations and/or Policies attendant thereto and establish penalties and fines for the infraction thereof, and

**WHEREAS**, the Board of Directors (the "Board") has determined that it is in the best interest, for the mutual benefit, protection and enjoyment of all Owners in the Innsbruck In Aurora Homeowners Association, their family members, guests, invitees, and the Association, to establish and provide certain policies and procedures to implement the Board's powers and duties to enforce the Declaration and the Rules and regulations in order to protect and enhance the value of ownership and the desirability of living in Innsbruck In Aurora,

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby adopts the following POLICIES AND PROCEDURES, which shall govern the enforcement by the Board of the Declaration, the Bylaws, and Rules and Regulations of the Association, as the same may be amended from time to time.

1. The Board shall review and decide, following notice and opportunity for a hearing, complaints alleging a violation filed with the Board, pursuant to these policies and procedures. The Board reserves the right to appoint a Rules Committee which shall be comprised of not less than three members. Should the Board appoint a Rules Committee, each member of the Rules Committee shall be appointed for a one-year term. Any member of the Rules Committee may be removed by the Board or by a majority of the members of the Association at a special meeting properly called and held for that purpose. The successor(s) to any member of the Rules Committee shall be appointed by the Board. A board member may be a member of the Rules Committee in the event of vacancies which cannot be filled by a Non-Board member.

2. Action Prior to Filing a Complaint. The Association or any Owner or Tenant or Agent of the Association has the authority to request that any person cease or correct any act or omission which appears to be in violation of the Declaration, the Bylaws, or the Rules and Regulations of the Association (hereinafter collectively referred



to as the "Documents"). Such an informal request for cessation or correction should be made of the alleged violator before the filing of a Complaint with the Board

3 Complaint. The process to determine whether any provisions of any of the Documents have been violated shall be initiated by the filing of a written Complaint with the Board or with the managing agent of the Association. The Complaint shall state, in ordinary and concise language, the specific provision(s) of the Documents which are alleged to have been violated, and the supporting facts such as the action, time, date, location and persons involved. If the Board determines that the Complaint is insufficient to provide grounds for notifying the alleged violator of the Complaint, the Board shall so notify the Complainant and the Complainant shall have fifteen (15) days in which to amend the Complaint to render it sufficient. Failure by Complainant to render the Complaint sufficient within fifteen (15) days shall result in dismissal of the Complaint by the Board without a hearing thereon by the Board or Rules Committee

4 Service of Complaint. Upon its receipt of a Complaint and determination of its sufficiency, the Board shall serve a copy thereof on the person(s), ("the Respondent") alleged to have violated the Documents, by either of the following means: (A) personal delivery, or (B) certified mail, return receipt requested, addressed to the Respondent at the address last appearing on the books of the Association. Service by certified mail shall be deemed complete and effective upon placing in the mail. No decision adversely affecting the rights of the Respondent shall be made unless the Respondent shall have been served with a copy of the Complaint as provided in this Section

5 Notice of Hearing, Response to Complaint. A Notice of Hearing and a Request for Response in substantially the following form shall be served upon the Respondent with a copy of the Complaint. The Hearing shall be scheduled for a date not sooner than thirty (30) days nor later than sixty (60) days after service of the Complaint upon Respondent

(A) The Notice of Hearing shall be in substantially the following form, provided that additional information may be included at the discretion of the Board:

You are hereby notified that a Hearing will be held before the Board at \_\_\_\_\_ (location) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at the time of \_\_\_\_\_ m. upon the allegations made in the Complaint accompanying this Notice of hearing. At that time you may appear and present any relevant evidence regarding the allegations, and you will be given an opportunity to cross-examine all witnesses testifying against you. You are entitled to present witnesses and to request the production of books, documents, or other items relevant to the allegations contained in the Complaint by making written request of the Board not later than ten (10) days prior to the hearing date.

(B) The Request for Response served with the Complaint shall be in substantially the following form, provided that additional information may be included at the discretion of the Board.

You are hereby advised that your right to participate in the Hearing on the enclosed Complaint is contingent on your filing a response to said Complaint with the Board of the Association not later than twenty (20) days after your receipt of said Complaint. For purposes of filing a response, the Complaint is deemed to be received upon personal delivery to you or three (3) days after the date the Complaint was mailed. Your Response, which must specifically respond to the allegations set forth in the Complaint, may be in the form of a denial in whole, denial in part, or request for mitigation of the penalties which may be assessed against you, and may include such facts or information as you deem relevant. If you fail to file a Response within the time period set forth above, the Board, or the Rules Committee, may proceed at the Hearing to make its determination of the allegations contained in the Complaint based on those matters set forth in the Complaint and such other evidence as the Board or Rules Committee, may deem relevant.

6 Discovery. Upon written request to the Board, made not later than ten (10) days prior to the date of hearing, Respondent shall be entitled to (A) obtain the names and addresses of witnesses to the extent known to the Board, and (B) inspect and make copies of any statements, writings and investigative reports relative to the allegations contained in the Complaint. Nothing in this Section shall, however, authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected, such as the attorney work product.

7. Conflicts. It shall be incumbent upon each member of the Board or Rules Committee, to make a determination as to whether he or she is able to function in a disinterested and objective manner in consideration of each case before the Board or Rules Committee. Any member of the Board or Rules Committee incapable of objective and disinterested consideration of any case before the Board or Rules Committee shall disclose such to the President of the Association prior to the Hearing, if possible, or, if advance notice is not possible, then such disclosure shall be made at the Hearing, and said member of the Board or Rules Committee shall disqualify himself/herself from all proceedings with regard to said Complaint and such removal shall be so recorded in the Minutes of the Hearing. If the President of the Association has advance notice of the disqualification of any member of the Rules Committee, then the president shall appoint one of the members of the Board to sit with the Rules Committee at the applicable Hearing, provided, however, that said member of the Board shall vote as a member of the Rules Committee at such hearing only if the other members of the Rules Committee are deadlocked. If the President of the Association does not have advance notice of the

disqualification of any member of the Rules Committee, the Hearing officer shall be empowered to vote at such hearing in the event members of the Rules Committee are deadlocked.

8 Hearing. The President of the Association is designated as the Hearing Officer, shall preside over all hearings held before the Board and shall not vote unless the members of the Board present at such hearing are deadlocked and unable to reach a decision as more fully provided in Section nine (9) hereof. A designated member of the Board ("The Hearing Officer") shall preside over all Hearings held by a Rules Committee but shall not vote as a member of the Rules Committee at any Hearing except with respect to any issue(s) on which the members of the Rules Committee are deadlocked and unable to reach a decision as more fully provided in Section nine (9) hereof. Each hearing shall be held at the scheduled time, place and date, provided that the Hearing Officer may grant continuance(s) for good cause. At the beginning of each hearing the Hearing Officer of the Association shall explain the rules and procedures by which the Hearing shall be conducted and shall introduce the matter before the Board or Rules Committee by reading the Complaint and any response filed. The general procedure for hearings shall consist of an opening statement by each party, presentation of evidence, witnesses and testimony of each party, including cross-examination of witnesses by the opposing party, and a closing statement by each party. Notwithstanding the foregoing, the Board or Rules Committee may exercise its discretion as to the specific manner in which the Hearing shall be conducted, and shall be authorized to question witnesses, review evidence, and otherwise take such reasonable action during the course of a Hearing which it may deem appropriate or desirable to permit the Board or Rules Committee to reach a just decision in the matter at hand. Neither the Complainant nor the Respondent must be in attendance at the hearing and any party may elect not to present evidence at the Hearing. However, the decision(s) of the Board or Rules Committee at each Hearing shall be based upon the matters set forth in the Complaint, Response and such evidence as may be presented at the Hearing. Each Hearing shall be open to attendance by all members of the Association.

9 Decision. After all testimony and other evidence has been presented to the Board or Rules Committee at a Hearing, the Board or Rules Committee will render its decision(s) thereon within ten (10) days after the Hearing. A decision shall be by a majority of the Board or Rules Committee provided, that in the event of a deadlock between the members of the Board or Rules Committee such that a majority is unable to reach a decision in any matter, such deadlock shall be broken by the vote of the Hearing Officer, as more fully provided in Section seven (7) hereof. If the Hearing was conducted before a Rules Committee, written findings of fact and conclusions of the Rules Committee including any dissent(s) therefrom, shall be presented by the Rules Committee to the Board, and the Board shall notify the Respondent and enforce any penalty imposed. If a Hearing was conducted before the Board, written findings of fact shall be made by the Board and the Board shall notify the Respondent of its decision and enforce any penalty

imposed. Such findings and conclusions with appropriate notice from the Board regarding the enforcement thereof, shall be served upon the Respondent by hand delivery or certified mail, return receipt requested. The decision of the Board or Rules Committee shall be binding

10 Enforcement. Pursuant to Article X of the Declaration, it is hereby declared to be the intention of the Association to enforce the provisions of the Documents by all means available to the Association at law or in equity, as appropriate, and to seek reimbursement of all attorney's fees, costs and expenses incurred by the Association in connection therewith.

11 Modification, Amendments, Repeal, Re-Enactment. Notwithstanding anything to the contrary contained in these policies and procedures, the Board hereby reserves the right, at any time and from time to time, to modify, amend, repeal, and/or re-enact these policies and procedures, subject to any limitations placed on the Board in the Declaration, Bylaws and by law.

12. Miscellaneous.

(A) Failure by the Association or any person to enforce any provision of these policies and procedures or the Documents shall in no event be deemed to be a waiver of the right to do so thereafter

(B) The provisions of these Policies and Procedures shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

(C) Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders

(D) The captions to the Sections are inserted herein only as a matter of convenience and for reference, and are in no way construed to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

### **Fine Assessment**

13. Payment of Fines. All fines shall be due and payable within fourteen (14) days from the date of notice of such fine and shall be paid in the manner and at the place established by the Board for payment of monthly assessments under the Declaration. If

any fine is not paid within fourteen days, a late charge in the amount of \$15 00 shall be assessed.

14 **Failure to Pay.** The Owner shall be personally liable for all fines. In the event the fine is not paid within fourteen (14) days after assessment, in addition to a late charge, the Association may commence legal action against the Owner to collect the fine. The prevailing party shall be entitled to recover its reasonable attorney's fees and associated costs and expenses incurred in connection with such legal proceedings.

15 **Fines.** In addition to other actions stated herein, the following fines and actions may be imposed upon infractions of the Innsbruck Documents.

(A) Initial violation: A warning letter will be issued to the Owner and/or Tenant stating the exact violation and requesting voluntary compliance with the provisions of the Innsbruck Documents.

(B) Second violation: Based upon a filed complaint, the hearing process, and a decision issued by the Board, a fine may be imposed of not less than \$50 00 or more than \$150 00.

(C) Subsequent violations: Based upon a third or subsequent Complaint filed within any twelve month period, the hearing process, and a decision issued by the Board, a fine may be imposed of not less than \$150 00 nor more than \$350 00.

Any of the foregoing sanctions are in addition to any towing charges; civil authority fines imposed; costs of maintenance, replacement or repair work necessitated as a direct or indirect result of the violations; and any other legal action that the Board deems necessary. Upon determination, in accordance with Association policies and procedures, that the fine(s) and costs are proper, such amounts will be considered assessed in accordance with Article VI, of the Innsbruck In Aurora Declaration.

RESOLUTION  
OF THE  
INNSBRUCK IN AURORA HOMEOWNERS ASSOCIATION

**SUBJECT:** Process and procedure to provide reasonable accommodations to residents who have identified themselves to the Association as being chemically sensitive individuals and who request reasonable accommodations to the Association's rules, regulations, policies and procedures due to this condition.

**PURPOSE:** To provide notice of the Association's adoption of a Resolution approving a policy and procedure for reasonably accommodating the needs of chemically sensitive individuals residing within the Association who request such accommodations to the Association's rules, regulations, policies and procedures thereby promoting the recreation, health, safety and welfare of the all residents of the properties subject to the Declaration.

**AUTHORITY:** The Declaration, Articles and Bylaws of the Association and Colorado law

**EFFECTIVE DATE:** May 16, 1999

**RESOLUTION:** The Association hereby gives notice of its adoption of a Resolution setting forth a policy and procedure to provide reasonable accommodations to residents who have identified themselves to the Association as being chemically sensitive individuals and who request reasonable accommodations to the Association's rules, regulations, policies and procedures due to this condition. The Resolution adopted is as follows:

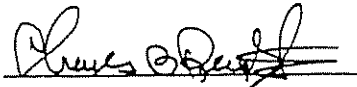
1. Residents shall notify the Association in writing, through its managing agent, of the condition commonly described as multiple chemical sensitivity and the request for reasonable accommodations to the Association's rules, regulations, policies and procedures due to this condition, if the Association has not previously been so advised.
2. The Association will extend its best efforts to provide all residents who so identify themselves to the Association as being chemically sensitive with thirty (30) days written advance notice of any major maintenance and/or repair project which would require the use of chemicals and for which the Association is the contracting party, including but not limited to remodeling, roofing, asphalt, painting, and tree spraying located anywhere within the Association. The Association is not responsible for providing such notice for the use of chemicals by individual members of the Association, or their contractors, who perform work within their individually owned lots.

- 3 The Association shall instruct its landscape contractor to provide such identified residents with a three (3) day advance notice of any chemical application of herbicides, insecticides, pesticides or fungicides proposed to be applied within the Association. This notice shall be by telephone, telephone answering device message, or if there is no answer or answering device, by posting on the residents' doors.
- 4 The Association shall request alternate herbicide, insecticide, pesticide or fungicide chemicals be applied by its landscape contractor if such alternate chemicals are identified to the Association and the resident requesting such alternate chemicals pays any additional expenses associated with the purchase and application of such alternate chemicals.
- 5 The Association designates its managing agent as the contact for all communications necessary to facilitate this policy and procedure between residents and the Association's contractors.

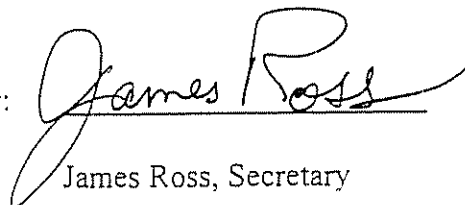
**PRESIDENT'S  
AND  
SECRETARY'S**

**CERTIFICATION:** The undersigned, respectively being the President and Secretary of the Innsbruck in Aurora Homeowners Association, a Colorado nonprofit corporation, certify that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on April 27, 1999 and in witness thereof, the undersigned have subscribed their names

INNSBRUCK IN AURORA HOMEOWNERS  
ASSOCIATION, a Colorado non-profit corporation,

By: 

Charles B. Reinhardt, President

By: 

James Ross, Secretary

RESOLUTION  
OF THE  
INNSBRUCK IN AURORA HOMEOWNERS ASSOCIATION

SUBJECT: Antenna and Satellite Dish Installation Restrictions

PURPOSE: To provide notice of the Association's adoption of a Resolution approving rules, regulations and restrictions promoting the recreation, health, safety and welfare of the residents of the properties subject to the Declaration and preserving and protecting the values of the properties subject to the Declaration.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

EFFECTIVE  
DATE: JANUARY 26, 1999

RESOLUTION: The Association hereby gives notice of its adoption of a Resolution establishing rules, regulations and restrictions for the installation and maintenance of exterior antennas in the community in compliance with the FCC Rule which became effective October 14, 1996. The Resolution adopted is as follows:

I Definitions

- A. Antenna -- any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability, designed for the viewer to select or use video programming is a reception antenna, provided it meets Federal Communication Commission (FCC) standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- B. Mast -- structure to which an antenna is attached to raise the antenna to a height necessary to receive signals.



- C. Transmission-only antenna -- any antenna used solely to transmit radio, television, cellular, or other signals.
- D. Owner -- any lot Owner in the Association. For the purpose of this rule only, "Owner" includes a tenant who has the written permission of the Owner to install an antenna.
- E. Telecommunications signals -- signals received by DBS, television broadcast, and MDS antennas

## II. Notification

- A. Any Owner desiring to install an antenna must complete the attached Notification of Intent to Install Antenna form and submit it to the Board of Directors prior to installation of the antenna. If the installation complies with all of the following restrictions, installation may begin immediately following the submission of the completed Notification form. If the planned installation will not comply with any of the following restrictions, the Owner and the Board of Directors shall establish a mutually convenient time to meet to discuss installation methods prior to installation. The Owner may call the Association manager at 303-745-2220 to schedule a meeting.
- B. The regulations contained in this Resolution do not relieve any Owner from obtaining approval for other exterior modifications, alterations and additions for painting, landscaping or fence installation as may be required by the Association's governing documents.
- C. ANY ANTENNA INSTALLATION WITHOUT PROPER NOTIFICATION, OR NOT IN COMPLIANCE WITH THIS RESOLUTION, MAY RESULT IN A FINE AGAINST THE OWNER OF UP TO \$250 00 FOLLOWING NOTICE AND OPPORTUNITY FOR HEARING AND SUCH FURTHER ACTION, LEGAL OR OTHERWISE, AS PERMITTED BY DECLARATION OR STATUTE.

## III. Antenna Size and Type

- A. Antennas designed to receive direct broadcast satellite service which are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.
- B. Antennas designed to receive multipoint distribution service one meter or less in diameter (or measured diagonally) may be installed. MDS antennas larger than one meter are prohibited.

the rear of the roof it shall not extend above the roofline so as to be visible from the front of the building, provided an acceptable quality signal can be received and such installation does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna.

- F. If an acceptable quality signal cannot be received in any of the locations listed above, or if installation, maintenance or use of the antenna would be unreasonably delayed or the cost unreasonably increased in such a location, the antenna may be installed in another location on the Owner's individually-owned Lot that is the least visible from other Lots and in which an acceptable quality signal can be received.

## VI. Antenna Installation Method

- A. Installation of an antenna shall be subject to the following:

1. An antenna shall be no larger nor installed no higher than is necessary for reception of an acceptable quality signal, provided that this requirement does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna.
2. All installations shall be completed so as not to materially damage the common area or the lot of another Owner or void any warranties of the Association or other Owners, or in any way impair the integrity of buildings on common areas or individual lots
3. Installation shall be by a qualified person knowledgeable about and experienced in the proper installation of antennas. The purpose of this rule is to reduce the risk of injury due to improper installation.
4. Installation shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation.
5. All antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity based upon a unique location.
6. Unless applicable codes, safety ordinances, laws and regulations require a greater separation, no antenna shall be placed within two feet of electrical power lines (above-ground or buried) and in no event shall antennas be placed within an area that can be reached by the play in electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

7. No antenna shall be placed in areas that obstruct access to or exit from any doorway or window of a residence, walkway, ingress or egress from an area, electrical service equipment, water shut-off valves or any other areas necessary for the safe operation of the Association. The purpose of this requirement is to ensure the safe ingress or egress of Association residents and personnel, and to ensure easy access to the Association's physical facilities.
8. All installations must comply with all applicable building, electrical and related codes, and take aesthetic considerations into account.
9. Antennas shall be permanently and properly grounded in order to prevent electrical and fire damage.
10. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached, provided that this requirement does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna. If the antenna is installed on the side of a structure, the penetration of the wire or cable from the exterior to the interior of the residence shall be made as close as possible to the location the antenna is attached to the structure and through existing penetrations for wire and cable, if available. Any penetration shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes to prevent structural damage. No wiring or cabling shall be installed on common area.
11. If the antenna is to be attached to a structure, such as the siding, it shall be painted so as to blend into the background to which it is attached, provided painting does not prevent reception of an acceptable quality signal or unreasonably delay or increase the cost of installation, maintenance or use of the antenna.
12. An antenna installed on the ground shall be screened from view from any street or adjacent lot by a solid wood fence, appropriate but inexpensive landscaping or other inexpensive screening method as directed by the Board of Directors, provided that such screening does not prevent reception of an acceptable quality signal or unreasonably delay or increase the cost of installation, maintenance or use of the antenna.

## VII. Mast Installation

- A. Masts are prohibited except when necessary for reception of an acceptable quality signal, provided that such prohibition does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna. Mast height may be no

higher than absolutely necessary to receive an acceptable quality signal. Masts shall not encroach upon another Owner's lot or common property.

- B. Masts extending 12 feet or less beyond the roofline may be installed, subject to the regular notification process. Masts extending more than 12 feet beyond the roofline must be pre-approved prior to installation using the attached Application for Approval to Install Mast form due to safety concerns posed by wind loads and the risk of falling antennas and masts. Any application for a mast in excess of 12 feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than 12 feet. If this installation will pose a safety hazard to Association residents and personnel, then the Architectural Control Committee may prohibit such installation. The notice of rejection shall specify these safety risks.
- C. Masts must be installed by licensed and insured contractors and must be painted the appropriate color to match their surroundings, provided that painting does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna.
- D. Masts installed on a roof shall not be installed nearer to the lot line than the total height of the mast and antenna structure above the roof due to safety concerns if the mast were to fall.

### III. Maintenance and Repair of Antenna

- A. The Owner of the property on which the antenna is installed shall be responsible for the maintenance of any antenna. Maintenance and repair shall include, but not be limited to:
  - 1. Reattachment or removal of antenna, within seventy-two (72) hours of dislodgment, for any reason, from its original point of installation.
  - 2. Repainting or replacement, if for any reason the exterior surface of the antenna becomes worn, disfigured or deteriorated.
  - 3. Repair or replacement, if for any reason the antenna no longer retains its original condition.
  - 4. Repair or replacement to prevent the antenna from becoming a safety hazard.
- B. Should the Owner fail to properly maintain the antenna in accordance with this Resolution, the Association may, after notification of the Owner, fine the lot Owner up to \$250.00 following notice and opportunity for hearing and take such further action, legal or otherwise, as permitted by Declaration or statute.

- C. Antennas designed to receive television broadcast signals may be installed.
- D. Transmission-only antennas are prohibited unless approved by the Architectural Control Committee.

#### IV. Central Antenna System

- A. If the Association provides a central antenna system into which any Owner may connect to receive video programming services, Owners are prohibited from installing individual antennas, provided that:
  - 1. The Owner receives the video programming desired and could receive with an individual antenna;
  - 2. The video reception in the Owner's Unit using the central antenna is of an acceptable quality as good as, or better than, the quality the Owner could receive with an individual antenna;
  - 3. The cost of use of the central antenna is not greater than the cost of installation, maintenance and use of an individual antenna; and
  - 4. The requirement to use the central antenna does not unreasonably delay the Owner's ability to receive video programming.

#### V. Antenna Location

- A. An antenna must be installed solely on the Owner's individually-owned lot as designated on the recorded deed or map.
- B. No antenna shall encroach upon common areas or another Owner's lot.
- C. If an acceptable quality signal can be received by installing the antenna wholly inside the residence and such installation does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna, then outdoor installation is prohibited.
- D. If an acceptable quality signal cannot be received from an indoor location, or such installation unreasonably delays or increases the cost of installation, maintenance or use of the antenna, the antenna shall be installed inside the backyard below the top of the fence line so as not to be visible from other lots.
- E. If an acceptable quality signal cannot be received from inside the backyard, or such installation unreasonably delays or increases the cost of installation, maintenance or use of the antenna, the antenna shall be installed either on the rear of the building or on the rear portion of the roof. If the antenna is installed on

1. Except in an emergency situation, the Architectural Control Committee shall notify the Owner, in writing, that the antenna requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within thirty (30) days of such notification.
2. The Owner may request a meeting with the Architectural Control Committee to be held within thirty (30) days of such notification, to review the reasons for the required maintenance, repair or replacement. Within thirty (30) days of such meeting, the Architectural Control Committee shall notify the Owner, in writing, of its final decision.
3. If any required work is not completed within thirty (30) days of notification of final decision if reviewed, the Association may remove and/or repair the antenna at the expense of the Owner, such expense being added to the Owner's annual or monthly assessment.

IX. Association Maintenance and Repair of Locations upon which Antennas are Installed

- A. If an antenna is installed on any property for which the Association has maintenance responsibility, the Owner shall nevertheless remain responsible for antenna maintenance. Antennas shall not be installed in a manner which will result in increased maintenance costs for the Association or for other Owners. If damage occurs, the Owner of the antenna shall be responsible for all related costs.
- B. If Association maintenance requires the removal of antennas, the Association shall provide Owners with 10 days written notice, except in cases of emergency where immediate removal may be demanded. Owners shall be responsible for removing antennas before maintenance begins. If they are not removed in the required time, then the Association may do so, at the Owner's expense. The Association shall not be liable for any damage to an antenna caused by the Association removal nor shall the Association be responsible for re-installing the antenna.

X. Responsibility

- A. The Owner of the property on which the antenna is installed shall be responsible for any damage to any and all real or personal property, or for any injury resulting from the installation of the antenna and/or its use, including but not limited to:
  1. Damage to any real or personal property caused by, related to, or arising from the installation due to dislodgment, use, maintenance of any antenna.

2. Injury to any person resulting from the installation of the antenna or its use.

XI Removal of Antenna

- A In the event an Owner permanently removes, for whatever reason, an antenna, from property for which the Association has maintenance responsibility, the Owner shall promptly restore the property to its original condition.

XII Miscellaneous

- A. If any of these provisions are ruled invalid, the remaining provisions shall remain in full force and effect.
- B The Board of Directors may amend this Resolution from time to time as it deems necessary.
- C To the extent that this Resolution conflicts with any prior existing rule, restriction or architectural guideline, this Resolution is controlling.
- D. All prior existing rules, restrictions or architectural guidelines not in conflict with this Resolution shall remain in full force and effect.

PRESIDENT'S  
AND  
SECRETARY'S

CERTIFICATION: The undersigned, respectively being the President and Secretary of the Innsbruck in Aurora Homeowners Association, a Colorado nonprofit corporation, certify that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on JANUARY 26, 19 99, and in witness thereof, the undersigned have subscribed their names.

INNSBRUCK IN AURORA HOMEOWNERS  
ASSOCIATION, a Colorado non-profit corporation,

By: Charles B. Reiff  
\_\_\_\_\_  
, President

ATTEST:

By: Donna L. Saporin  
\_\_\_\_\_  
, Secretary



INSTALL ANTENNA

NOTE: This form must be completed and returned prior to installation of an antenna.

TO: Architectural Control Committee Date Received: \_\_\_\_\_
Innsbruck in Aurora Homeowners Association
c/o Western States Property Services
10020 E. Gerard Ave., Suite 175
Denver, Colorado 80231

FROM: Owner's Name: \_\_\_\_\_
Mailing Address: \_\_\_\_\_
Phone (home): \_\_\_\_\_
Phone (work): \_\_\_\_\_
Unit Address: \_\_\_\_\_

Date installation is to be performed: \_\_\_\_\_

Type of satellite dish or antenna to be installed (check any that apply)

- DBS satellite dish 1 meter or smaller (e.g., Primestar, Dish network, Direct TV)
MMDS antenna (wireless cable) 1 meter or smaller (e.g. WANTV)
Television antenna

Installation will include a mast [ ] No [ ] Yes If yes, insert total length or height of mast: \_\_\_\_\_ feet

Is a mast necessary for reception of an acceptable quality signal? [ ] No [ ] Yes

Will length of mast extend 12 feet beyond the roof line? [ ] No [ ] Yes If yes, you must complete and submit the Application Form for Approval to Install Mast in Excess of 12 Feet Above Roof and receive approval prior to any installation.

Installation of the dish or antenna will be done by:

- retailer or service provider; (insert name) \_\_\_\_\_
owner
other (insert name) \_\_\_\_\_

Describe on a separate/attached sheet of paper the exact location of the dish or antenna and attach a diagram or drawing of the exact location of the antenna.

Does installation of the antenna comply with all Association regulations (which include manufacturer's specifications and applicable codes and ordinances)? [ ] Yes [ ] No If no, you must request a meeting with the Board of Directors or its agent by calling the association manager at 303-745-2220 prior to installation.

I acknowledge that I have read, understand and have complied or will comply at all times with the Association's regulations with respect to the installation of dishes and antennas. I agree to be held liable for any personal injury, property damage or voiding of any warranties that may occur due to the installation of any antenna.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**APPLICATION  
FOR APPROVAL TO INSTALL MAST  
IN EXCESS OF 12 FEET ABOVE ROOFLINE**

Note: This application must be completed if the Owner intends to install a mast in excess of 12 feet in height above the roofline. No mast in excess of 12 feet in height above the roofline may be installed without the prior written approval of the Board of Directors. Mail or deliver this application to:

Architectural Control Committee  
Innsbruck in Aurora Homeowners Association  
c/o Western States Property  
10020 E Gerard Ave., Suite 175  
Denver, Colorado 80231

Owner:

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Unit Address: \_\_\_\_\_  
Phone: Home \_\_\_\_\_  
Phone: Work \_\_\_\_\_

- Describe the antenna and mast you wish to install, including dimensions, type and mounting connection between antenna and mast. (Attach a separate sheet of paper if necessary)
- Attach a diagram or drawing of the exact location of the antenna, mast and all cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories you wish to install:
- State the total height of the mast: \_\_\_\_\_ feet; and proposed height to extend above the roofline: \_\_\_\_\_ feet
- Describe in detail the manner in which the mast will be installed and anchored, including all cabling, supports, guy wires, conduits, wiring, fasteners, bolts, or other accessories.
- Attach any manufacturer specifications regarding the installation of the mast.
- Attach the name, address and telephone number of the contractor installing the antenna and mast.

I acknowledge that I have read, understand and will comply at all times with the Association's regulations with respect to the installation of masts and antennas. I agree that installation will be performed according to manufacturer's specifications, applicable building codes and aesthetic requirements. I agree to assume responsibility and to be held liable for any personal injury, property damage, or voiding of any warranties that may occur due to the installation of any antenna or mast.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_